EXHIBIT 15 August 25, 2021 Email from J. Whitehill Re Exchange of Claim Constructions, with attachment

Kalish, Yury

From: Joshua A. Whitehill < JWhitehill@kasowitz.com>

Sent: Wednesday, August 25, 2021 10:43 PM

To: Buxton, Christopher A.; Hershy Stern; Yothers, Stuart W.; Kalish, Yury;

mark waltfairpllc.com; Heather Kim; Jack Shaw; WSOU v. NEC

Cc: NEC-WSOU-Team

Subject: RE: WSOU v NEC: Exchange of claim constructions

Attachments: NYC-#5793166-v1-WSOU_v_NEC_-_WSOU_proposed_edits_to__017

_constructions.DOCX

** External mail **

Counsel,

Attached are WSOU's revisions to the proposed constructions for the '017 patent terms. We accepted the changes in the draft you sent this past Thursday, and then made our revisions in track-changes. As you will note, WSOU is agreeing that the "means" terms in the '017 patent should be treated as means-plus-function, so that particular issue should no longer need to be briefed. Please let us know whether NEC will adopt the proposed functions and structures in the attached document.

In addition, please provide us as soon as possible with NEC's positions regarding the non-"means" terms in the redline that we provided in the Aug. 19th 4:30 pm (ET) exchange. Based on your representations, we understood that NEC was going to consider and let us know whether it would adopt WSOU's proposed compromise constructions for those claim terms.

Regards, Josh

From: Buxton, Christopher A. [mailto:cbuxton@jonesday.com]

Sent: Thursday, August 19, 2021 4:30 PM

To: Hershy Stern <hStern@kasowitz.com>; Yothers, Stuart W. <syothers@jonesday.com>; Joshua A. Whitehill <JWhitehill@kasowitz.com>; Kalish, Yury <ykalish@jonesday.com>; mark waltfairpllc.com <mark@waltfairpllc.com>; Heather Kim <hKim@kasowitz.com>; Jack Shaw <JShaw@kasowitz.com>;

WSOU v. NEC <WSOUvNEC@kasowitz.com>

Cc: NEC-WSOU-Team < NEC-WSOU@jonesday.com>

Subject: RE: WSOU v NEC: Exchange of claim constructions

Counsel,

Please find attached NEC's proposed redline edits to WSOU's constructions for the '017 terms. Let us know if these edits are agreeable or if we need to schedule another meet and confer to discuss.

Thank you,

Chris

Christopher Buxton Associate JONES DAY® - One Firm Worldwide® 2727 N. Harwood St. Suite: 600 Dallas, Texas 75201 Office +1.214.969.4841

From: Buxton, Christopher A. <<u>cbuxton@jonesday.com</u>>

Sent: Thursday, August 19, 2021 2:53 PM

To: Hershy Stern < HStern@kasowitz.com >; Yothers, Stuart W. < syothers@jonesday.com >; Joshua A. Whitehill < JWhitehill@kasowitz.com >; Kalish, Yury < ykalish@jonesday.com >; mark waltfairpllc.com < mark@waltfairpllc.com >; Heather Kim < HKim@kasowitz.com >; Jack Shaw < JShaw@kasowitz.com >;

WSOU v. NEC < WSOUvNEC@kasowitz.com >

Cc: NEC-WSOU-Team < NEC-WSOU@jonesday.com >

Subject: RE: WSOU v NEC: Exchange of claim constructions

Hershy,

That is fine. We will exchange at 4:30 ET.

Best, Chris

Christopher Buxton Associate JONES DAY® - One Firm Worldwide® 2727 N. Harwood St. Suite: 600 Dallas, Texas 75201 Office +1.214.969.4841

From: Hershy Stern < HStern@kasowitz.com Sent: Thursday, August 19, 2021 2:51 PM

To: Buxton, Christopher A. <<u>cbuxton@jonesday.com</u>>; Yothers, Stuart W. <<u>syothers@jonesday.com</u>>; Joshua A. Whitehill <<u>JWhitehill@kasowitz.com</u>>; Kalish, Yury <<u>ykalish@jonesday.com</u>>; mark <u>waltfairpllc.com</u> <<u>mark@waltfairpllc.com</u>>; Heather Kim <<u>HKim@kasowitz.com</u>>; Jack Shaw <<u>JShaw@kasowitz.com</u>>; WSOU v. NEC <<u>WSOUvNEC@kasowitz.com</u>>

Cc: NEC-WSOU-Team < NEC-WSOU@jonesday.com>

Subject: RE: WSOU v NEC: Exchange of claim constructions

** External mail **

Chris,

Can we please adjourn the exchange until 4:30 ET. I have run into a technical issue.

Thanks,

Hershy

From: Buxton, Christopher A. [mailto:cbuxton@jonesday.com]

Sent: Thursday, August 19, 2021 2:20 PM

To: Hershy Stern < HStern@kasowitz.com >; Yothers, Stuart W. < syothers@jonesday.com >; Joshua A. Whitehill < JWhitehill@kasowitz.com >; Kalish, Yury < ykalish@jonesday.com >; mark waltfairpllc.com < mark@waltfairpllc.com >; Heather Kim < HKim@kasowitz.com >; Jack Shaw < JShaw@kasowitz.com >;

WSOU v. NEC <WSOUvNEC@kasowitz.com>

Cc: NEC-WSOU-Team < <u>NEC-WSOU@jonesday.com</u>>

Subject: RE: WSOU v NEC: Exchange of claim constructions

Hershy,

We agree to exchanging at 4pm ET.

Best, Chris

Christopher Buxton Associate JONES DAY® - One Firm Worldwide® 2727 N. Harwood St. Suite: 600 Dallas, Texas 75201 Office +1.214.969.4841

From: Hershy Stern < HStern@kasowitz.com > Sent: Thursday, August 19, 2021 12:54 PM

To: Yothers, Stuart W. <<u>syothers@jonesday.com</u>>; Buxton, Christopher A. <<u>cbuxton@jonesday.com</u>>; Joshua A. Whitehill <<u>JWhitehill@kasowitz.com</u>>; Kalish, Yury <<u>ykalish@jonesday.com</u>>; mark <u>waltfairpllc.com</u> <<u>mark@waltfairpllc.com</u>>; Heather Kim <<u>HKim@kasowitz.com</u>>; Jack Shaw <<u>JShaw@kasowitz.com</u>>; WSOU v. NEC <<u>WSOUvNEC@kasowitz.com</u>>

Cc: NEC-WSOU-Team < NEC-WSOU@jonesday.com>

Subject: RE: WSOU v NEC: Exchange of claim constructions

** External mail **

Stuart,

We also remain committed to narrowing any issues for the Court. Josh has been out on vacation the last few days, which caused a little bit of a delay. In any event, we are prepared to make an exchange of proposed redlines consistent with your discussions.

How does 4pm ET sound?

Best regards, Hershy Hershy Stern Kasowitz Benson Torres LLP 1633 Broadway New York, New York 10019 Tel. (212) 506-1794 Fax. (212) 835-5094

HStern@kasowitz.com

From: Yothers, Stuart W. [mailto:syothers@jonesday.com]

Sent: Thursday, August 19, 2021 10:12 AM

To: Buxton, Christopher A. <<u>cbuxton@jonesday.com</u>>; Joshua A. Whitehill <<u>JWhitehill@kasowitz.com</u>>; Kalish, Yury <<u>ykalish@jonesday.com</u>>; mark <u>waltfairpllc.com</u> <<u>mark@waltfairpllc.com</u>>; Heather Kim

<hacksquare="https://www.nec-style="color: blue;">HKim@kasowitz.com>; Jack Shaw < JShaw@kasowitz.com>; WSOU v. NEC

<WSOUvNEC@kasowitz.com>

Cc: NEC-WSOU-Team < NEC-WSOU@jonesday.com >

Subject: RE: WSOU v NEC: Exchange of claim constructions

Josh,

We remain committed to this proposal as a means of narrowing the issues for the Court and remain prepared to make the exchange. Please let us know if WSOU will be providing proposed redlines and when you will be prepared to make the exchange.

Thanks,

Stuart W. Yothers (bio)
Partner
JONES DAY® - One Firm WorldwidesM
250 Vesey Street
New York, NY 10281-1047
Office +1.212.326.3893

From: Buxton, Christopher A. <cbuxton@jonesday.com>

Sent: Tuesday, August 17, 2021 1:07 PM

To: Joshua A. Whitehill < <u>JWhitehill@kasowitz.com</u>>; Yothers, Stuart W. < <u>syothers@jonesday.com</u>>; Kalish, Yury < <u>ykalish@jonesday.com</u>>; mark <u>waltfairpllc.com</u> < <u>mark@waltfairpllc.com</u>>; Heather Kim < <u>HKim@kasowitz.com</u>>; Jack Shaw < <u>JShaw@kasowitz.com</u>>; WSOU v. NEC

< WSOUvNEC@kasowitz.com >

Cc: NEC-WSOU-Team < NEC-WSOU@jonesday.com>

Subject: RE: WSOU v NEC: Exchange of claim constructions

Josh,

As agreed during last Friday's meet and confer, your team would propose redlines for the non-means terms for which NEC has proposed a construction, and NEC would propose redlines to the structure and function you identified for the '017 terms.

NEC is ready to exchange its redlines. Please let us know when WSOU would be in a position to exchange, so that we can settle on a particular time.

Best, Chris

Christopher Buxton Associate JONES DAY® - One Firm Worldwide® 2727 N. Harwood St. Suite: 600 Dallas, Texas 75201 Office +1.214.969.4841

From: Joshua A. Whitehill < JWhitehill@kasowitz.com >

Sent: Friday, August 13, 2021 7:53 AM

To: Yothers, Stuart W. <<u>syothers@jonesday.com</u>>; Kalish, Yury <<u>ykalish@jonesday.com</u>>; mark <u>waltfairpllc.com</u>>; Heather Kim <<u>HKim@kasowitz.com</u>>; Jack Shaw

<<u>JShaw@kasowitz.com</u>>; WSOU v. NEC <<u>WSOUvNEC@kasowitz.com</u>>

Cc: NEC-WSOU-Team < NEC-WSOU@jonesday.com >

Subject: RE: WSOU v NEC: Exchange of claim constructions

** External mail **

Stuart,

We can do 5:00 pm ET. Please confirm. Below is a dial-in:

Dial-in: 646-558-8656 Meeting ID: 926 5589 2965

Passcode: 987256

One tap mobile: +16465588656,,92655892965#

Or join via Zoom:

https://kasowitz.zoom.us/j/92655892965?pwd=bmNIMjUyTk8xckJJZUdwRkNmSkJiQT09

Thanks, Josh

From: Yothers, Stuart W. [mailto:syothers@jonesday.com]

Sent: Thursday, August 12, 2021 5:43 PM

To: Joshua A. Whitehill < <u>JWhitehill@kasowitz.com</u>>; Kalish, Yury < <u>ykalish@jonesday.com</u>>; mark <u>waltfairpllc.com</u> < <u>mark@waltfairpllc.com</u>>; Heather Kim < <u>HKim@kasowitz.com</u>>; Jack Shaw < <u>JShaw@kasowitz.com</u>>; WSOU v. NEC < WSOUvNEC@kasowitz.com>

Cc: NEC-WSOU-Team < NEC-WSOU@jonesday.com>

Subject: RE: WSOU v NEC: Exchange of claim constructions

Josh,

We have a conflict at 3:00 PM ET, but we are available from 11:30 AM – 2:00 PM ET and after 4:30 PM ET.

Thanks, Stuart

Stuart W. Yothers (bio)
Partner
JONES DAY® - One Firm WorldwidesM
250 Vesey Street
New York, NY 10281-1047
Office +1.212.326.3893

From: Joshua A. Whitehill < JWhitehill@kasowitz.com>

Sent: Thursday, August 12, 2021 5:24 PM

To: Kalish, Yury <ykalish@jonesday.com>; mark waltfairpllc.com <mark@waltfairpllc.com>; Heather Kim

<HKim@kasowitz.com>; Jack Shaw <JShaw@kasowitz.com>; WSOU v. NEC

<WSOUvNEC@kasowitz.com>

Cc: NEC-WSOU-Team < NEC-WSOU@jonesday.com >

Subject: RE: WSOU v NEC: Exchange of claim constructions

** External mail **

Counsel:

We are available tomorrow at 3:00 PM (Eastern) to meet and confer about the proposed claim constructions, pursuant to the agreed-upon amended scheduling order. Please confirm your availability, and we'll provide a dial-in.

Thanks, Josh

Joshua A. Whitehill Kasowitz Benson Torres LLP 1633 Broadway New York, NY 10019 Tel. (212) 506-1917 Fax. (212) 835-5006 JWhitehill@kasowitz.com

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From: Kalish, Yury [mailto:ykalish@jonesday.com]

Sent: Thursday, August 5, 2021 8:01 PM

To: mark <u>waltfairpllc.com</u> < <u>mark@waltfairpllc.com</u> >; Heather Kim < <u>HKim@kasowitz.com</u> >; Jack Shaw

<JShaw@kasowitz.com>; WSOU v. NEC <WSOUvNEC@kasowitz.com>

Cc: NEC-WSOU-Team < NEC-WSOU@jonesday.com>

Subject: RE: WSOU v NEC: Exchange of claim constructions

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Counsel,

Attached please find for service:

- NEC's Preliminary Claim Constructions and Extrinsic Evidence
- Accompanying production of extrinsic evidence (NEC-0041503 507)

Yury Kalish (<u>bio</u>)

Associate

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51 Louisiana Ave., N.W. Washington, DC 20001-2113 Office +1.202.879.3616 Mobile +1.202.525.9787 ykalish@jonesday.com

From: Kalish, Yury <<u>ykalish@jonesday.com</u>> Sent: Thursday, August 5, 2021 2:57 PM

To: mark waltfairpllc.com <mark@waltfairpllc.com>; Heather Kim <HKim@kasowitz.com>;

JShaw@kasowitz.com; WSOUvNEC@kasowitz.com
Cc: NEC-WSOU-Team < NEC-WSOU@jonesday.com>

Subject: RE: WSOU v NEC: Exchange of claim constructions

Mark – yes, 7pm CT works for us.

Yury Kalish (<u>bio</u>)

Associate

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51 Louisiana Ave., N.W. Washington, DC 20001-2113 Office +1.202.879.3616 Mobile +1.202.525.9787 ykalish@jonesday.com

From: mark waltfairpllc.com <mark@waltfairpllc.com>

Sent: Thursday, August 5, 2021 2:28 PM

To: Kalish, Yury <ykalish@jonesday.com>; Heather Kim <HKim@kasowitz.com>; JShaw@kasowitz.com;

WSOUvNEC@kasowitz.com

Cc: NEC-WSOU-Team < NEC-WSOU@jonesday.com>

Subject: RE: WSOU v NEC: Exchange of claim constructions

** External mail **

Hi Yury,

Can we please exchange at 7pm central instead?

Thanks,

Mark

From: Kalish, Yury < ykalish@jonesday.com>
Sent: Thursday, August 5, 2021 10:57 AM

To: Heather Kim < HKim@kasowitz.com; mark waltfairpllc.com; mark waltfairpllc.com; mark waltfairpllc.co

<u>JShaw@kasowitz.com</u>; <u>WSOUvNEC@kasowitz.com</u> **Cc:** NEC-WSOU-Team < <u>NEC-WSOU@jonesday.com</u>> **Subject:** WSOU v NEC: Exchange of claim constructions

Counsel,

Exchange of claim constructions and extrinsic evidence is due today. We propose to exchange them at 6pm Central Time – please let us know if this works for you.

In an effort to reduce the number of terms for construction, NEC will not be providing construction of the following terms of the '213 Patent it has previously listed in its Identification of Claim Terms Requiring Construction on July 19, 2021:

Thank you,

Yury

[&]quot;supported communication transport configuration information"

[&]quot;user preferences configured in the [at least one other] apparatus"

[&]quot;formulat[e/ing] a configuration"

[&]quot;a configuration"

[&]quot;processing load information for the [at least one other] apparatus"

[&]quot;receive wireless communication in an apparatus"

Yury Kalish (bio)
Associate
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Term/Phrase	Claim(s)	WSOU's Construction
"detecting	'017: 8	Governed by 35 U.S.C. § 112, ¶ 6. This term is not indefinite.
means"		No construction necessary plain and ordinary meaning.
		Further, to the extent the Court treats the term as means plus-
		function:
		<u>Function</u> : detecting that the received first call is an emergency
		call
		Structure/material/acts: For example, step 102 of Fig. 2, and the
		corresponding portions of the specification at 9:15-17, node 30
		of Fig. 1, and the corresponding portions of the specification at
		4:62-5:485:41-48, and equivalents thereof.
"reserving	'017: 8 and 9	Governed by 35 U.S.C. § 112, ¶ 6. This term is not indefinite.
means"		No construction necessary plain and ordinary meaning.
		Further, to the extent the Court treats the term as means plus
		function:
		<u>Function</u> : reserving conference facilities in response to the
		detected emergency call
		Structure/material/acts: For example, step 112 of Fig. 2, and the
		corresponding portions of the specification at 9:38-43, node 30
		of Fig. 1, and the corresponding portions of the specification at
		6:20-29, and equivalents thereof.

Term/Phrase	Claim(s)	WSOU's Construction
"connecting	'017: 8 and 9	Governed by 35 U.S.C. § 112, ¶ 6. This term is not indefinite.
means"		No construction necessary plain and ordinary meaning.
		Further, to the extent the Court treats the term as means-plus-
		function:
		<u>Function</u> : connecting the emergency call using the reserved
		conference facilities to a designated second party that handles
		emergency calls
		Structure/material/acts: For example, step 114 of Fig. 2, and the
		corresponding portions of the specification at 9:43-46, node 30
		of Fig. 1, reserved conference facilities/bridge, and the
		corresponding portions of the specification at 6:20-29, and
		equivalents thereof.

Term/Phrase	Claim(s)	WSOU's Construction
"calling means"	'017: 8 and 9	Governed by 35 U.S.C. § 112, ¶ 6. This term is not indefinite.
		No construction necessary plain and ordinary meaning.
		Further, to the extent the Court treats the term as means-plus-
		function:
		<u>Function</u> : automatically originating at least one second call
		associated with the reserved conference facilities from the node
		over the telecommunications network to at least one
		predetermined third party that is different than the calling party
		and the second party, each third party being previously
		designated by the calling party along with suitable contact
		information for the corresponding third party in conjunction
		with a service feature provided to the calling party via the
		telecommunications network.
		Structure/material/acts: For example, steps 116, 118, 120 and
		122 of Fig. 2, and the corresponding portions of the
		specification at 9:47-66, node 30 of Fig. 1, and the
		corresponding portions of the specification at 6:20-7: <u>28</u> 16, and
		equivalents thereof.

Term/Phrase	Claim(s)	WSOU's Construction
"answer	'017: 10	Governed by 35 U.S.C. § 112, ¶ 6. This term is not indefinite.
detecting means"		No construction necessary plain and ordinary meaning.
		Further, to the extent the Court treats the term as means-plus-
		f unction:
		<u>Function</u> : determining whether or not the third party answers
		the second call.
		Structure/material/acts: For example, step 120 of Fig. 2, node
		30 of Fig. 1, and the corresponding portions of the specification
		at 9:60-61 and 10:4-6, node 30 of Fig. 1, and the corresponding
		portions of the specification at 7:8-8:56, and equivalents
		thereof.